

Terms and Conditions for Meeting Room Use

Vinton Branch Library

Preamble

In consideration of the payment of the rental fee and the agreement of the Client to comply with these Terms and Conditions, Vinton Branch Library ("Library") agrees to make space available to the Client for the dates and times set forth, as indicated.

Purpose

The purpose of the Roanoke County Public Library's meeting rooms is to serve the residents, organizations, and government as a central location for meetings and educational and cultural activities. The meeting rooms are available by reservation at a nominal charge.

Permitted Use

Library meeting rooms are available for public gatherings of a civic, cultural, religious, political, educational, or business nature. Meeting rooms are not available for private event rentals, such as baby or bridal showers, reunions, anniversaries, weddings, funerals, birthdays, or commissioned parties.

Use Definitions

Community Use: Community rates apply to formal nonprofit organizations (a 501(c)(3) tax determination letter may be required), social or hobby clubs, or government agencies outside of Roanoke County for non-commercial use (i.e., no admission fee, vendor fee, and/or donation is requested or received during the event). Events may or may not be open to the public. Events may occur during or outside of regular Library operating hours. Some events or events held outside normal operating hours may require additional approval.

Commercial Use: Commercial rates apply to for-profit businesses and corporations. Admission or vendor fees may be collected and donations may be received during the event. These rates also apply to nonprofit organizations in which events or meetings involve admission fees or donations while renting the meeting space. Events may or may not be open to the public. Events may occur during or outside of regular Library operating hours. Some events or events held outside normal operating hours may require additional approval. This may include business receptions, seminars, or workshops.

Reservation, Payment, and Cancellation

Scheduling a Meeting: The Vinton Branch Library has two meeting rooms (combined capacity 100), one eight-seat conference room, and a 16-seat computer lab available for rent. The Client should call the Vinton Branch Library at 540-857-5043 to schedule meeting room space. When securing a rental space, the officer or representative of the organization must be at least 18 years of age.

Paying Meeting Room Usage Fees: Payment of the Meeting Room Usage Fee is due before the meeting begins. For a series of meetings, payment for the first meeting is due when the reservation is made; each meeting payment after that is due before each successive meeting begins. Checks should be made payable to "Treasurer, Roanoke County." Payments may also be with Visa, MasterCard, Discover, or American Express. Cash is accepted when paying in person. An additional fee may be assessed if meeting runs beyond the scheduled meeting time.

Failure to Pay: Failure to pay any fee associated with a meeting room rental may result in loss of privilege to rent in the future.

Cancellations: Library staff must be notified of any cancellation at least 24 hours in

advance of the scheduled rental. A credit for any fees paid will be issued, if applicable, with the appropriate cancellation notice. It is the responsibility of the Client to notify its members of a meeting cancellation.

Unanticipated Closings: In case of an unanticipated closing of the Library, staff will attempt to notify the group's authorized representative. The Library will give a full refund of any fees paid for an unanticipated closing but has no other liability or responsibility.

Returned Check Fee: There will be a \$35.00 fee for any returned checks.

General

The meeting rooms are reserved on a first-come basis. The library staff will determine which room may be used. A group may be moved to a different room, if necessary, to meet conflicting needs.

Clients must schedule their meetings to end at least fifteen (15) minutes before the Library closes. Library meeting rooms are available to be booked outside of normal library business hours with prior arrangements and at an increased cost (double the standard hourly rates).

Payment is due as set forth in Reservation, Payment, and Cancellation procedure. Clients who fail to pay on the date of the event or are "no shows" may forfeit their privilege to rent in the future.

Reservations will not be accepted more than six months in advance for the meeting rooms, specifically January to June and July to December. Reservations are accepted starting one month before each time period commences. i.e., reservations for January to June are accepted starting in December and continuing through June; reservations for July to December are accepted starting in June and continuing through December.

Recurring Usage: Clients may rent space at the Vinton Branch Library no more than once per week. Spaces may be rented more than one month in advance, but Clients who miss two consecutive scheduled meetings or "no show" for any meeting will forfeit the remaining meetings they have scheduled at Vinton Branch Library.

Tobacco and Alcohol Products: Smoking, including e-cigarettes, and alcoholic beverages are prohibited in all Roanoke County Public Library facilities.

Animals: Animals are not permitted in the meeting room(s), with the exception of guide or companion animals or as part of a Library-sponsored program.

Hazardous Material and Building Safety

Hazardous Material: Client agrees not to bring onto the premises any material, substance, equipment, or object that is likely to endanger the life of, or cause bodily injury to, any person or may constitute a hazard to property. The Roanoke County Public Library, in its complete and sole discretion, reserves the right to refuse to allow any such material, substance, equipment, or object to be brought onto the Vinton Branch Library premises and the further right to require its immediate removal therefrom.

Building Safety: (A) *Capacity:* The Client will not sell or distribute tickets to events in excess of the seating capacity stated by the Roanoke County Fire Marshal or admit a larger number of persons than can safely and freely move about in the rented space. (B) *Exits:* No portion of any passageway or exit shall be blocked or obstructed in any manner and no exit door shall be locked, blocked, or bolted while the facility is in use. All designated exits shall be maintained in such manner as to be visible at all times. (C) *Candles and Open Flames:* Use of candles, incense, and open flames is strictly prohibited. This does not apply to portable food warmers, which are to be placed on a

non-combustible table and the flame extinguished immediately after use.

Behavior, Damage, and Destruction

Behavior: The conduct of all event participants and spectators while on Roanoke County Public Library property shall be the responsibility of the Client. Inappropriate behavior that disrupts library patrons or library operations in a negative manner, especially situations where law enforcement is called because patrons or staff are concerned or feel threatened, will not be tolerated. Client also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property, or theft of personal property on Roanoke County Public Library premises during the rental period, or resulting therefrom. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction. The Roanoke County Public Library retains the right to evict objectionable persons from the premises. Violations may result in denial of future reservation requests.

Children: Children cannot be left unattended and must be supervised by an adult at all times.

Defacing Property: Client shall not (a) cause or permit the facility to be injured, marred, or in any manner defaced or changed; (b) place any nails, hooks, tacks, screws, or other fasteners into any part of the facility; or (c) place or permit to be placed signs on windows, doors, or painted walls in any part of the facility. No decorations, such as posters, pictures, or banners, are to be fastened to walls, woodwork, windows, or window coverings inside or out. All decorations are to be freestanding. No duct tape, masking tape, or other adhesives may be used anywhere within Vinton Branch Library. All decorative items must be removed from the Vinton Branch Library premises immediately following use of the facility.

Damage: The Client will assume responsibility for damage to the facility or its contents and will be responsible for the total cost of repair or replacement of any equipment that is damaged, lost, stolen, or destroyed.

Destruction: This rental agreement shall terminate if Vinton Branch Library is destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of this agreement impossible. In that event, payments made to the Library for the event will be returned to Client, and return of payments is Client's sole remedy. Client waives all rights to any claims against the County of Roanoke or Roanoke County Public Library.

Responsibility, Endorsement, and Indemnity

Endorsement: Granting permission to use Library facilities does not constitute an endorsement of the organization or their members' beliefs by the Library staff or Board of Trustees. Neither the name nor the address of any Roanoke County Public Library facility may be used as the official address or headquarters of an organization. Unless specifically authorized by the Library administration or the Board of Trustees, the name or address of the Roanoke County Public Library or Library facility shall not be used as an endorsement, either directly or indirectly, or in such a manner or style as to convey that endorsement in any mail, fliers, posters, leaflets, brochures, or other promotional materials. All promotional materials must state: "Not affiliated with, endorsed, or sponsored by Roanoke County Public Library."

Compliance: Client agrees that any use of Roanoke County Public Library facility will comply with all statutes, ordinances, rules, and regulations issued by federal, state, and local governments, including all rules of the Roanoke County Police and Fire & Rescue departments. Client shall require that Client's agents, employees, contractors, or subcontractors do likewise.

Licenses & Payments: Client agrees to obtain or collect and to pay and deliver to the

proper governmental agency or regulating authority, any and all license fees, permits, royalties, and taxes required in connection with the use of the facility. Questions about this can be directed to the Roanoke County Commissioner of the Revenue's office at (540) 772-2046.

Indemnity: Client shall release, indemnify, keep, and save harmless, the County of Roanoke and the Roanoke County Public Library, its officers, agents, employees, or volunteers from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever, including death, to all persons, whether agents or employees of the Client or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connection with, the use by the Client of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs, and expenses, including reasonable attorney's fees.

Responsibilities and Facility Use

Setting up: Access to the facility for setting up, including any outside vendors, will be ONLY during the hours stated on the confirming document.

Equipment: At the request of the group, the Library will provide tables, chairs, and, if available, equipment that may be used for meetings. Notify the Library staff of any equipment requests when making the reservation. Client will be responsible for setting up.

Food: If the Client has a caterer they would prefer to use, they will be responsible to ensure that the caterer is licensed, insured, and approved by the Health Department. The time taken to set up and clean up by outside vendors must be accomplished within the agreed-upon rental period.

Signage: Signs or posters promoting an event cannot be placed in the parking lot, on exterior or interior windows or doors, or on Vinton Branch Library's digital signage. Meeting room renters are provided with an 8.5"x11" event notice at the entrance to the meeting room. Notices are Vinton Branch Library branded and contain Client's name, date, and time of rental. Client may provide a meeting sign, if desired. No signage is allowed in the library.

Cleaning up: The premises must be left in the same condition and configuration as found at the beginning of the rental period. All Client-owned or rented equipment or supplies, decorations, as well as food, beverages, and other items from a food service provider must be removed from the premises immediately after use of the facility and no later than the agreed-upon usage time or an excess fee will be charged. The Client must immediately notify Vinton staff of any major spillage or other instances that could require additional cleaning. Vinton Branch Library is professionally cleaned daily; however, any excessive cleaning charges will be the responsibility of the Client.

Rented Equipment: All equipment rented from outside vendors must be delivered the day of the event during the rental period and picked up immediately following the event unless other arrangements are made.

Attendance: At the conclusion of the event, the group shall report meeting attendance to staff person at the circulation desk.

Building Security: Neither the County of Roanoke nor the Roanoke County Public Library is responsible for any items left in the facility. The Client should take necessary precautions to protect valuable personal property during facility use.

Failure to Remove: Should Client fail to remove all of the organization's or outside

vendor's materials from the library at the end of the rental period, the Roanoke County Public Library may remove them at the expense of the Client. Client shall be responsible for payment of storage costs for such material and Client agrees to indemnify and hold the County of Roanoke, its officers, agents, employees, and volunteers harmless for any and all loss, damages, or claims of any nature or type with respect to material removed or stored under the terms of this Agreement. Items will be held for 30 days before being disposed of or sold.

Disclaimers

The Library is not responsible for injuries incurred on its premises, or for lost or stolen property. The person or persons to whom permission is given to use the meeting room shall be responsible for any and all damages to County property and shall assume the expense of and indemnify and hold harmless the County, its employees, and officers free and against any and all claims, liabilities, judgments, costs, causes of action, judgments, damages, and expenses, whether in law or equity or otherwise.

Right to Use: Under special circumstances, the Library reserves the right to use a meeting space that has been reserved by an outside group. In this situation, the Client meeting may be postponed to another date that is suitable to the Client and the Library or any payments that may have been made to the Library for the event will be returned to Client. Postponement of the event or return of payment is Client's sole remedy. Client waives all rights to any claims against the County of Roanoke or Roanoke County Public Library.

Subject to Change: All terms, conditions, and fees are subject to change, without notice, by the Library Board of Trustees.